

Fellowship Photos Inc.

Daily Terms of Service

September 9th, 2023

This Terms of Service Agreement (the “Terms”) is made between Fellowship Photos Inc. (“we,” “us,” “our” or “Fellowship”) and you, the individual choosing to use our services (“you,” or “your”). The Terms apply to all online services operated by Fellowship, including our website, Daily.xyz (the “Site”), our social media accounts, and any Fellowship online services that we offer through, or in connection with, the Site (collectively the “Services”).

Acceptance of The Terms

BY USING THE SITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE SITE OR SERVICES.

Changes to The Terms

PLEASE NOTE THAT THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE. IN THE EVENT WE CHANGE THESE TERMS OF SERVICE, WE WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY YOU ON THE SITE AND/OR OR BY E-MAIL. PLEASE CHECK THE DATE AT THE TOP OF THE TERMS OF SERVICE TO ENSURE YOU ARE AGREEING TO THE LATEST TERMS. YOUR CONTINUED USE OF THE SERVICES WILL INDICATE YOUR AGREEMENT WITH THE LATEST TERMS.

Third-Party Websites and Online Services

WALLET TRANSFERS INITIATED THROUGH OUR SITE AND SUBSEQUENT SALES ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET PROVIDERS AND PAYMENT PROCESSORS, AND BY USING OUR SITE, YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICIES FOR THESE APPLICABLE THIRD PARTIES.

Description of Our Online Services

The Site offers you an opportunity to purchase unique non-fungible tokens (“NFTs”) minted by curated emerging and experienced voices and capturing a transformative period in art history in real-time. Each NFT will spotlight and celebrate the defining moments in an artist's journey, framed within the wider narrative of an artform's development.

Transaction Fees

All NFT transactions require the payment of a transaction fee for every transaction that occurs on the blockchain network, including the minting of a Work on the Site (sometimes referred to as “Gas Fees”). You will be solely responsible for all such Gas Fees and understand that the value of Gas Fees often change, are unpredictable, and

are outside the control of Fellowship. Transactions via the Site will not be held invalid, revocable, or otherwise unenforceable on the basis that Gas Fees charged for minting an NFT were unknown, too high, or otherwise unacceptable. Gas Fees are paid via your connected wallet at the time of minting the Work. Gas Fees are priced and payable in ether (ETH).

Artist Rights and Obligations

The NFT creator (“Artist”) owns all legal right, title, and interest in all intellectual property rights of the content underlying the NFT that is minted on the Site (such underlying content, the “Art”), including but not limited to copyrights and trademarks in the Art, unless the Artist expressly transfers any such right, title or interest to a third party. As the copyright owner, the Artist has the right to reproduce, prepare derivatives of, distribute, and display or perform the Art.

The Artist hereby acknowledges, understands, and agrees that selling NFTs of the Art on the Site constitutes an express representation, warranty, and covenant that the Artist (a) has not sold, tokenized or created another cryptographic token, (b) will not, and will not cause another to, sell, tokenize, or create another cryptographic token, in each case representing a digital collectible for the same Art underlying the NFT.

Artist expressly represents and warrants that the Art underlying any of its NFTs on the Site contain only original content otherwise authorized for use by the Artist, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Artist or not authorized for use by the Artist.

Artist represents and warrants that its Art and NFTs published on the Site do not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless Artist has the necessary permissions or is otherwise legally entitled to post the material. Artist further represents and warrants that its Art and NFTs do not violate any laws.

Our Intellectual Property

Your use of the Site and Services does not grant or transfer you any rights, title, or interest in any of our intellectual property. You are not permitted to copy, distribute or otherwise exploit any copyrighted content that we have created and published on our Site or Services or any of our trademarks or service marks such as the Fellowship name, logo, domain name, and any other branding that is indicative of Fellowship, without our express written permission. We may use some open source or licensed third-party content in our Site or Services, for example, fonts and graphics, and we do not make any claim of ownership to such content.

In addition, if you use the Site and Services in conjunction with creating, submitting, posting, promoting, or displaying content, you grant to Fellowship a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you submit or post on or through the Site or Services for our current and future business purposes, including to provide, promote, and improve the Site and Services. This

includes any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Site or Services.

Ownership and Grant of License to All Users

Subject to your compliance with these Terms, Fellowship grants to you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Services to bid on and purchase the NFTs. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of our Services, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service in each case for the sole purpose of enabling you to use the Service as permitted by these Terms.

Please note that your access and use of the Services may be interrupted from time to time for any of reason, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Services, the Company's enforcement of these Terms, or other actions that the Company may make in its sole discretion.

In addition, Fellowship reserves the right to terminate the limited license herein at any time, for any reason.

YOU UNDERSTAND THAT YOU DO NOT HAVE ANY OTHER RIGHTS OR LICENSES BEYOND THE LIMITED LICENSE GRANTED ABOVE. ALL RIGHTS AND LICENSES NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY FELLOWSHIP.

Fellowship reserves the absolute right to remove, rescind, modify, suppress, or alter any aspects of the Site or Services in its sole discretion, including but not limited to removing content associated with NFTs that are: (i) involved in an actual or suspected violation of law or these Terms; or (ii) that were stolen or otherwise unlawfully obtained. Fellowship assumes no obligation or duty to remove or modify content from the Site or Services for any reason except as required by law.

You acknowledge and agree that, as between you and Fellowship, Fellowship (or, as applicable, its licensors) owns all legal right, title and interest in and to the content of the Site, the NFTs, and all intellectual property rights therein. Any rights that you may have in and to the NFTs are limited to those expressly described herein. Fellowship (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the NFTs, including all copyrights in and to the NFTs (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

For purposes of clarity, you may not:

- use the NFTs to advertise, market, or sell any product or service;
- use the NFTs in any manner which would constitute or amount to an endorsement of or relationship with any particular third party, entity, product, product category, charity, political party, or service;
- use the NFTs in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs or

anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;

- use the NFTs in movies, videos, or other forms of media, except solely for your own personal, non-commercial use;
- sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the NFTs;
- attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the NFTs; or
- otherwise use the NFTs for your or any third party's commercial benefit.

The ownership in the Token(s) and NFT(s) and license granted in the Terms applies only as long as you continue to own the title to NFT(s). If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of the NFT(s) for any reason, the new owner will assume legal title in the NFT(s) and the license granted in the Terms will immediately expire, resulting in you having no further rights in or to the NFT(s).

Assumption of Risk Associated with NFTs

Fellowship is not liable for any losses, damages, or claims, including, but not limited to, any loss of use, loss of profits, or loss of data arising out of your purchase of NFTs in connection with our Site or Services. The Site and Services are provided on an "as is" basis without any warranties or guaranties of any kind regarding your use of NFTs or regarding the laws and regulations surrounding NFTs in your jurisdiction. By using the Site and Services, you assume all risks associated with NFTs. You warrant that you understand that the risk of loss in the investment of NFTs can be substantial and understand that NFTs are volatile in price fluctuations.

Specifically, you acknowledge and agree that the characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and continually evolving, and is accompanied by inherent risks, including risks related to faulty or insufficient hardware, software, or internet connections; introduction or intrusion of malicious code or software; hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in cryptocurrency. You further acknowledge and agree that digital assets are highly experimental, risky, and volatile, and your use of the Site and Services to purchase digital assets may carry substantial financial risk, including the risk of loss in trading digital assets. By using the Site or Services, you represent that you have sufficient knowledge, sophistication, and experience with respect to NFTs, cryptocurrency, and blockchain technology, to make your own evaluation of the merits and risks of any transaction conducted via the Site or Services or any digital asset associated with such transaction. Under no circumstances will the operation of all or any portion of the Site or Services by Fellowship be deemed to create a relationship that includes the provision or tendering of investment advice.

You are solely responsible for the following:

- Determining and complying with all laws and regulations that may relate to your use of our Site or Services per your jurisdiction of residence, including, but not limited to, securities and tax laws; and
- Ensuring that your wallet keys and account passwords are held in a secure place, are not susceptible to being misplaced or stolen, and are stored in a place that is reliable, secure, and resistant to cyber-attacks and fraud.

Restrictions on Use of the Site and Services

By using the Site and Services, you acknowledge and agree that you may not use the Site or the Services to do any of the following: use or attempt to use another user's account without authorization from such user; pose as another person or entity; use or attempt to use unauthorized third parties to connect to our Site or Services; access the Site or Services from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Site or Services, unless you have our written permission first; connect another wallet or payment account once we've disconnected a previous one you were using; buy, sell, lease or rent your wallet or payment account; share your private wallet keys or account passwords with others; use any other individual's wallet or account to access our Site or Services; distribute spam, including through sending unwanted NFTs to other users; use the Site or Services in a way that could damage, disable, overburden, or impair the functioning of the Site or Services in any manner; bypass or ignore instructions that control access to the Site or Services, including attempting to circumvent any rate limiting systems, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to Fellowship; use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Site or Services, extract data, or otherwise interfere with or modify the rendering of the Site or Services functionality; reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Site or Services, or do anything that might bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Site or Services; use the Site or Services or data collected from our Site or Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing); use the Site or Service to engage in deceptive or illegal behavior; upload or share any content that infringes or violates the rights of any third-party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy, rights in contract, rights of publicity, or rights in confidential information; remove or alter any intellectual property notices, including for the purpose of changing the source of ownership of any content featured; share, copy, distribute, sell, lease, rent, exploit or otherwise make available for commercial use any content hosted on our Site that is not solely owned by you; or upload or share any content that is not solely owned by you or that you have not secured the rights, licenses, and appropriate authorizations in.

Suspension and Termination of Users

Fellowship will make best efforts to notify you if we have a reason to believe that you have violated the Terms and may issue you a written warning outlining the behavior we

believe is in violation. However, we reserve the right to suspend or terminate your access to our Online Services without warning at any time.

You are free to voluntarily disconnect your wallet from our Site using the same third-party site that you used to connect your wallet.

Representations and Warranties

Fellowship's Representations and Warranties: IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE SITES AND SERVICES ARE PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES WITH REGARD TO CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, FELLOWSHIP CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. FELLOWSHIP MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES.

User Representations and Warranties. By using the Site or the Services, you represent and warrant(i) you are free to enter into and comply with these Terms and are not under any disability, restriction, or prohibition, contractual or otherwise, that prevents you from entering into these Terms; (ii) you are fully liable for all materials and content provided by you to Fellowship or shared in association with the Site or Services; (iii) you have read and agree to these Terms and will not use the Site for any fraudulent or inappropriate purpose or in a way that violates these terms or any law, rule, or regulation; and (iv) you assume all risks associated with NFT use and investment. You further agree to (a) provide accurate, current, and complete information about yourself, (b) maintain and promptly update from time to time as necessary such information, (c) maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Site or Services.

Indemnification and Release

You agree to indemnify and hold Fellowship harmless from any and all claims, losses, liability, damages, expenses, and costs (including attorney fees, mediation, arbitration, and court costs), resulting from (i) any breach by you of the Terms; (ii) any activity related to your interaction with the Site or Services; and (iii) any investigation or claims brought as a result of your breach of tax and securities laws and regulations. Fellowship will also have the right to provide our own defense additionally or alternatively at our own expense.

Release

You hereby releases and forever discharges Fellowship (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to Fellowship, the Fellowship Site and Services (including any interactions with, or act or omission of, other users, or any third-party links and ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Limitation of Liability

In no event will Fellowship be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. Fellowship's aggregate liability under this Agreement shall not exceed the net revenues actually received by Fellowship in connection with any transaction in which you purchased or sold your NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. In no event will Fellowship be liable for any inability for you to access the Site, the Services, or any NFT for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which the Site, the Services, or the NFT is stored; (b) any Third Party Vendor; or (c) any other NFT platform.

Fellowship makes no representations or warranties regarding the intellectual property rights of any NFTs on the Site. In no event will Fellowship be liable for any intellectual property infringement claims regarding the NFTs on the Site. However, Fellowship will take down works in response to Digital Millennium Copyright Act ("DMCA") takedown notices and/or other intellectual property infringement claims and will terminate a user's access to the Site and the Services if the user is determined to be a repeat infringer. If you

believe that your content has been copied in a way that constitutes copyright or trademark infringement, or violates your publicity or other intellectual property rights, please contact us at hello@fellowship.xyz.

Use by Minors

You must be eighteen (18) years old to use the Site.

Dispute Resolution

THIS SECTION OF THE TERMS SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. PLEASE ENSURE THAT YOU READ THIS SECTION CAREFULLY AND FULLY UNDERSTAND THIS SECTION BEFORE USING AND ACCESSING OUR ONLINE SERVICES. THIS SECTION WILL SURVIVE TERMINATION OF THE TERMS AND ANY TERMINATION OF YOUR ACCESS TO OUR ONLINE SERVICES.

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware without application of conflict of laws rules, except that these Arbitration provisions shall be governed by the Federal Arbitration Act.

Resolution of Any Dispute. In the event a dispute arises between you and Fellowship (“**Dispute**”), we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting us by writing to hello@fellowship.xyz. If, however, the Dispute cannot be resolved by the personnel directly involved, the parties shall first attempt in good faith to resolve the Dispute promptly by negotiation between duly appointed executive officers or other representatives of such parties, with full authority to negotiate and settle the Dispute. If a Dispute has not been resolved by negotiations within 90 days as provided hereinabove, such Dispute shall be submitted to JAMS, or its successor (collectively, “**JAMS**”), for mediation as provided hereinbelow. Any party involved in the Dispute may commence mediation by providing to JAMS and each other party involved in the Dispute a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS’ panel of neutrals and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. None of the parties may commence arbitration or a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 30 business days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of arbitration or a civil action, if the parties so desire.

Limitation of Legal Remedies. If there is a Dispute that remains unresolved after mediation, INSTEAD OF SUING IN COURT, YOU AND FELLOWSHIP EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO ARBITRATE DISPUTES THROUGH BINDING ARBITRATION PURSUANT TO THE JAMS ARBITRATION RULES AND PROCEDURES, ON AN INDIVIDUAL BASIS, WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO FELLOWSHIP'S INTELLECTUAL PROPERTY RIGHTS AND STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE. This agreement to arbitrate is intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory ("Claim(s)"). The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

Jury Trial Waiver. YOU AND FELLOWSHIP EACH VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN US ARISING OUT OF THESE TERMS OR THE SITES OR SERVICES.

Class Action Waiver. YOU AND FELLOWSHIP EACH AGREE THAT CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. All arbitrations under these Terms must be conducted on an individual (and not a class-wide) basis, and an arbitrator will have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others, participating in a class, representative, or collective action as a class representative, class member or an opt-in party, acting as a private attorney general, or joining or consolidating Claims with claims or proceedings brought by any other person ("Class Action Waiver").

Arbitration Procedures. A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought ("Notice"). All Notices to Fellowship must be sent to the following address: hello@fellowship.xyz. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this Section. Upon receipt of such Notice, the receiving party will have a 60-day period in which it may satisfy the Claim against it by fully curing the Claim, providing all the relief requested in the Notice, or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such 60-day cure period, you or Fellowship may commence an arbitration proceeding. Unless otherwise agreed to by you and Fellowship in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator with substantial experience in the internet industry and shall follow substantive law in adjudicating the Dispute. This Section shall be construed as a written agreement to arbitrate pursuant to the Federal Arbitration Act ("FAA"). You and Fellowship agree that this Section satisfies the writing requirement of the FAA. The arbitration of any claim will be conducted in the State of Delaware, and for any non-frivolous claim that does not exceed \$5,000.00, you shall have the choice as to whether the hearing is conducted in person or by telephone. Each party will pay the fees and costs of its own counsel, experts and witnesses. The JAMS rules are available on its

website at www.jamsadr.com. To the extent that this dispute resolution Section conflicts with JAMS minimum standards for procedural fairness, the JAMS rules and/or minimum standards for arbitration procedures in that regard shall control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or for the arbitrator's award; and any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, unconscionability, arbitrability, or enforceability of these Terms including any claim that all or any part of these Terms are void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

Exception to Arbitration. Only disputes or actions pertaining to Fellowship's intellectual property rights, or statutory claims that pursuant to law are not arbitrable, are exempt from arbitration.

Assignment

You are not entitled to assign the Terms to any third party, in whole or in part, without our prior written consent. Fellowship reserves the right to assign the Terms in whole or in part, to any third party at any time without notice, including but not limited to any individual or entity acquiring all or substantially all of the Fellowship business or assets.

Survival of Terms Beyond Termination

All provisions in the Terms that specifically state or logically ought to survive the termination of the Terms or the termination of a user's access to the Site or Services will survive such termination, including without limitation arbitration, representations and warranties, indemnification, limitation of liability, intellectual property ownership, and arbitration provisions.

Waiver and Severability

No waiver by Fellowship of any term or condition in the Terms will be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of the Terms or any other agreement. If any term or condition in the Terms is declared to be invalid, illegal, or unenforceable, for any reason, the remainder of the provisions will remain in effect and will be enforceable to the fullest extent possible.

Entire Agreement

The Terms represent the entire and exclusive agreement between you and Fellowship. All previous written and oral agreements and communications related to the subject matter of the Terms are superseded.

Contact Us

If you have any questions about the Terms, our Privacy Policy or the Fellowship Services, or would like a copy of the Terms mailed to you electronically, you can contact us directly at: hello@fellowship.xyz